

This page is a reference page used to track documents internally for the Division of Oil, Gas and Mining

Mine Permit Number 5104910060 Mine Name Klingen Rock Operations
Operator Moss Rock Products Date Sent Sept 8, 2015
TO _____ FROM _____

☐ CONFIDENTIAL ☒ BOND CLOSURE ☐ LARGE MAPS ☐ EXPANDABLE
☐ MULTIPUL DOCUMENT TRACKING SHEET ☐ NEW APPROVED NOI
☐ AMENDMENT ☐ OTHER _____

Description YEAR-Record Number

☐ NOI ☐ Incoming ☒ Outgoing ☐ Internal ☐ Superceded
Surety Release 2015 - 09082015

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond file 2015 - 09082015

CONFIDENTIAL

☐ NOI ☐ Incoming ☐ Outgoing ☒ Internal ☐ Superceded
Bond File 2015 - 09082015

☐ NOI ☐ Incoming ☐ Outgoing ☐ Internal ☐ Superceded

☐ TEXT/ 81/2 X 11 MAP PAGES ☐ 11 X 17 MAPS ☐ LARGE MAP

COMMENTS: _____

CC: _____

50490060

110070662

Account Number: [REDACTED]
Account Name: UST - OGM - Moss Rock Products LLC
Tran #: 20828185
Admin Name: Raylyn Daniel - UST 801-844-8523
Date: 09/01/2015

This check constitutes payment of the following:

Retention Disbursement
final release of acct # [REDACTED]

Paid For:

Amount: \$907.35

110070662

Payee:

Moss Rock Products LLC

HARLAND CLARKE M17873 50040665

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW

OFFICIAL CHECK

110070662

Zions First National Bank
Salt Lake City, Utah
801-844-7089

UST - OGM - Moss Rock Products LLC

Trust Account [REDACTED]

9/1/2015

\$907.35*

Nine Hundred Seven Dollars & 35/100

Pay to the Order Of:

Moss Rock Products LLC



[Handwritten signature]

Excluded from automatic deposit

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

---ooOoo---

SMALL MINE RECLAMATION CONTRACT

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between **Moss Rock Products, LLC.** the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. **S/049/060** which the Operator has filed with the Division and has been determined by the Division to be complete (Complete NOI) as required by the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended) (hereinafter referred to as "Act") and the regulations adopted pursuant to the Act; and

WHEREAS, Operator is obligated to reclaim the lands affected by the mining operations in accordance with the Act and the regulations, and is obligated to provide a surety in a form and amount approved by the Division or the Board of Oil, Gas and Mining (Board) to assure reclamation of the lands affected by the mining operations.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to promptly reclaim in accordance with the requirements of the Act and applicable regulations, as they may be amended, all of the lands affected by the mining operations conducted or to be conducted pursuant to a Complete Notice of Intention.
2. The Lands Affected by the mining operations and subject to the requirements of the Act and this Contract include:

- A. All surface and subsurface areas affected or to be affected by the mining operations including but not limited to private on-site ways, roads, railroads; land excavations; drill sites and



workings; refuse banks or spoil piles; evaporation or settling ponds; stockpiles; leaching dumps; placer areas; tailings ponds or dumps; work, parking, storage, and waste discharge areas, structures, and facilities; and

- B. All mining disturbances regardless of discrepancies in the map and legal description, unless explicitly and clearly identified as EXCLUDED on maps, and legal descriptions included in the Complete NOI; provided lands may be excluded only if: (1) they were disturbed by mining operations that ceased prior to July 1, 1977; (2) the lands would be included but have been reclaimed in accordance with a complete notice or reclamation plan; or (3) the lands were disturbed by a prior operation for which there is no surety, no legally responsible entity or person, and which lands are not necessarily or incidentally intended to be affected by the mining operations as described in the Complete NOI.
- 3. The Operator shall be responsible for reclamation of all such Lands Affected regardless of errors or discrepancies in the maps or legal descriptions provided with the NOI which are intended to assist in determining the location of the mining operations, to describe the areas of disturbance, and to assist estimating the amount of surety required.
 - 4. The Operator prior to commencement of any mining operations and as a precondition to the rights under the Notice of Intention shall provide a surety in a form permitted by the Act and in an amount sufficient to assure that reclamation of the Lands Affected will be completed as required by the Act. The Surety shall remain in full force and effect according to its terms unless modified by the Division in writing. A copy of the agreement providing for the Surety for the reclamation obligations herein is included as **ATTACHMENT A** to this Contract.
 - 5. If the Surety expressly provides for cancellation or termination for non-renewal:
 - A. The Operator shall within 60 days following the Division's receipt of notice that the Surety will be terminated or cancelled, provide a replacement Surety sufficient in a form and amount, as required by the Act, to replace the cancelled surety; or
 - B. If the Operator fails to provide an acceptable replacement Surety within 60 days of notice of cancellation or termination, the Division may order the Operator to cease further mining activities, and without further notice proceed to draw upon letters of credit, to withdraw any amounts in certificates of deposit or cash and/or any other forms of surety, and to otherwise take such action as may be necessary to secure the rights of the Division to perfect its claim on the existing surety for the purpose of fully satisfying all of the reclamation

obligations incurred by the Operator prior to the date of termination, and the Division may thereafter require the Operator to begin immediate reclamation of the Lands Affected by the mining operations, and may, if necessary, proceed to take such further actions as may be required for the Division to forfeit the surety for the purpose of reclaiming the Lands Affected.

6. The Operator's liability under this Contract shall continue in full force and effect until the Division finds that the Operator has reclaimed the Lands Affected by mining operations in accordance with the Act and regulations, as amended. If the mining operations are modified or for any other reason vary from those described in the Complete Notice of Intention, the Operator shall immediately advise the Division, and the Notice of Intention shall be revised and the Surety amount shall be adjusted as necessary.
7. If reclamation of a substantial phase or segment of the Lands Affected by the mining operations is completed to the satisfaction of the Division, and the Division finds that such substantial phases or segments are severable from the remainder of the mining area, Operator may request the Division to find that Operator has reclaimed such area. If the Division makes such finding, Operator may make request to the Division for a reduction in the aggregate face amount of the Surety, and the Division may reduce the surety to an amount necessary to complete reclamation of the remaining mining operations as anticipated by the Complete Notice of Intention in accordance with the requirements of the Act and regulations, as amended.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the applicable rules.
9. Operator agrees to pay all legally determined public liability and property damage claims resulting from mining operations, to pay all permit fees, to maintain suitable records, to file all required reports, to permit reasonable inspections, and to fulfill all sundry reporting requirements applicable to the mine as required by the Act and implementing rules.
10. Operator agrees to indemnify and hold harmless the State, Board, and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
11. If Operator shall default in the performance of its obligations hereunder, Operator shall be liable for all damages resulting from the breach hereof including all costs, expenses, and reasonable attorney's fees incurred by the Division and/or the Board in the enforcement of this Contract.

12. Any breach of a material provision of this Contract by Operator may, at the discretion of the Division, in addition to other remedies available to it, result in an order by the Division requiring the Operator to cease mining operations, and may thereafter result in an Order, subject to an opportunity for notice and hearing before the Board, withdrawing and revoking the Notice of Intention, and requiring immediate reclamation by the Operator of the Lands Affected or forfeiture of the Surety.
13. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount that is required to comply with this Contract. Upon completion of the reclamation of all of the Lands Affected, any excess monies resulting from forfeiture of the Surety shall be returned to the rightful claimant.
14. The Operator shall notify the Division immediately of any changes in the Operator's registered agent, the Operator's address, form of business, name of business, significant changes in ownership, and other pertinent changes in the information required as part of the Notice of Intention. Notwithstanding this requirement, any changes to the Notice of Intention, and any errors, omissions, or failures to fully or accurately complete or update the information on the Notice of Intention, or the attached maps, shall not affect the validity of this Contract and the rights of the Division to enforce its terms.
15. If requested by the Division, the Operator shall execute addendums to this Contract to add or substitute parties, or to reflect changes in the Operator, Surety, and otherwise modify the Contract to reflect changes in the mining operations as requested by the Division. All modifications must be in writing and signed by the parties, and no verbal agreements, or modifications in any of the terms or conditions shall be enforceable.
16. This Contract shall be governed and construed in accordance with the laws of the State of Utah.



The signatory below represents that the Operator, if not a natural person, is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah, and that he/she is authorized to execute this Contract on behalf of the entity as Operator.

OPERATOR:

Moss Rock Products, LLC
Operator Name

By A. Vern Tharp, Jr. AJ
Authorized Officer (Typed or Printed)

MANAGER
Authorized Officer - Position

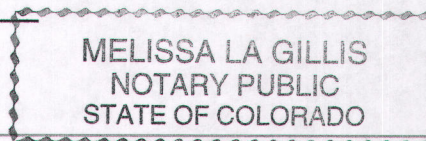
AJ 12/6/07
Officer's Signature Date

STATE OF Colorado)
COUNTY OF Denver) ss:

On the 6th day of December, 20 07, A. Vern Tharp, Jr. personally appeared before me, who being by me duly sworn did say that he/she is an officer (owner, officer, director, partner, agent or other (specify)) of the Operator Moss Rock Products, LLC and duly acknowledged that said instrument was signed on behalf of said Operator by authority of its bylaws, a resolution of its board of directors or as may otherwise be required to execute the same with full authority and to be bound hereby.

Melissa L. A. Gillis
Notary Public
Residing at 501 E 102nd Ave, B105, Thornton, CO 80229

09/23/2008
My Commission Expires:



My Commission Expires 09/23/2008

DIVISION OF OIL, GAS AND MINING:

By John R. Baza
John R. Baza, Director

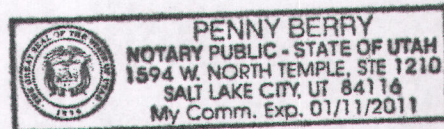
Date 1/6/10

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 6 day of January, 2010, John R. Baza
personally appeared before me, who being duly sworn did say that he, the said
John R. Baza is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.

Penny Berry
Notary Public
Residing at: Salt Lake

1/11/2011
My Commission Expires:



FACT SHEET

Commodity: Rock & Gravel

Mine Name: Klingon Rock Operation

County: Utah

Disturbed Acres: 5 (five)

Operator Name: Moss Rock Products, LLC.

Operator address: 5040 ACOMA ST DENVER CO 80216

Operator telephone: 303-324-7623

Operator fax: 303-295-1216

Operator email: vtharp@aol.com

Contact: VERN THARP

Surety Type: Cash

Held by (Bank/BLM): Beehive Credit Union

Surety Amount: \$2500

Surety Account Number: n/a

UTU and/or ML number: n/a

Escalation Year: _____

Tax ID or Social Security (for cash only): _____

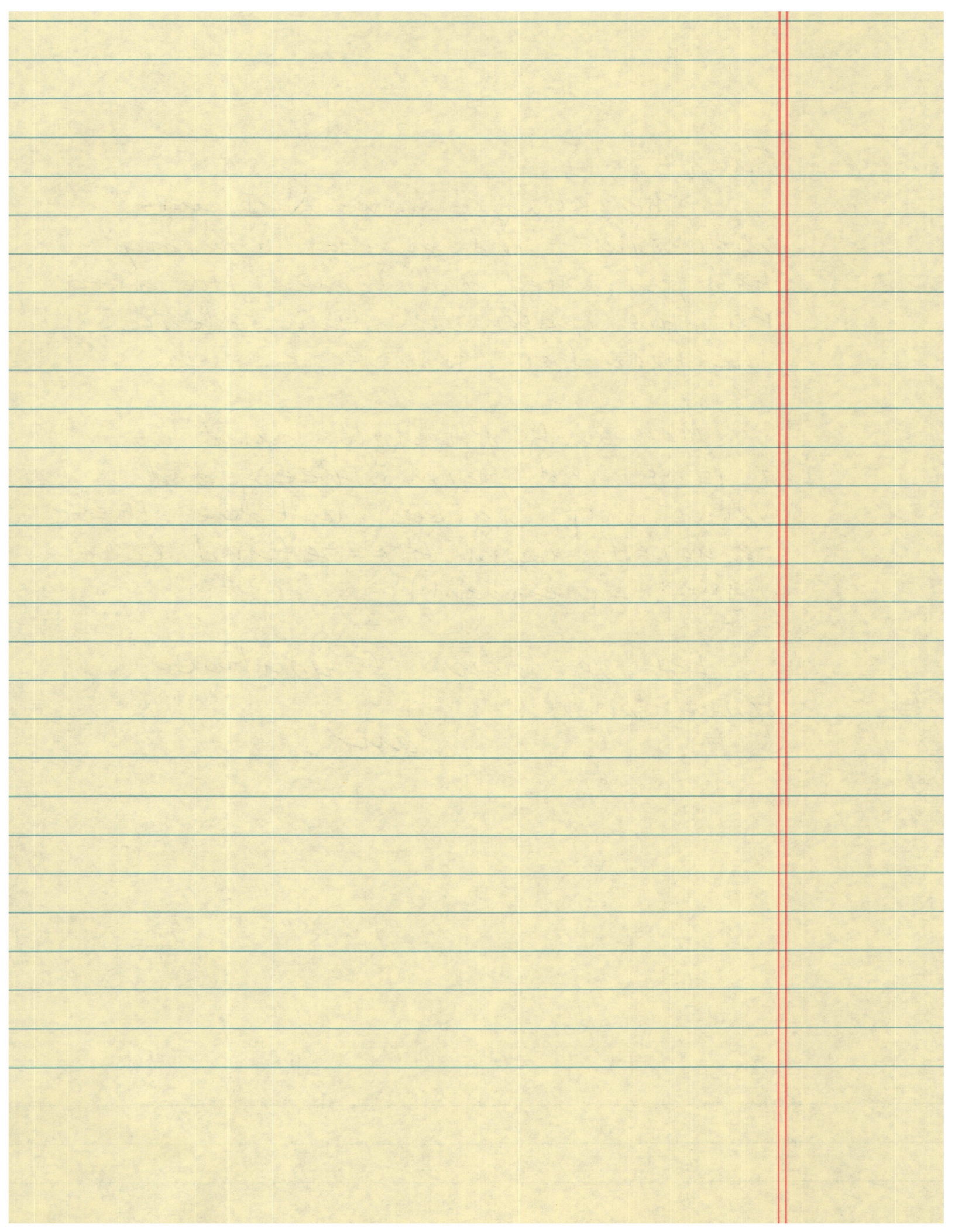
Dana -

The Klingon mine NOI was withdrawn, and another company has permitted and loaded the area. For this reason we can release the bond for Moss Rock.

Moss Rock, though, owed us a fine and permit fees, and Vern Tharp agreed to have these deducted from his refund (see signed agreement).

Let me know if you have questions.

Paul,





GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

August 7, 2015

Ann Pedroza
State of Utah, Office of State Treasurer
E315 State Capitol Complex
Post Office Box 142315
Salt Lake City, Utah 84114-2315

Subject: Authorization for Release of Cash Deposit Held by Utah State Treasurer, Moss Rock Products LLC, Klingon Rock Operations, S/049/0060, Utah County, Utah

Dear Ms. Pedroza:

The Utah State Treasurer is presently holding funds for the benefit of the State of Utah, Division of Oil, Gas and Mining as a form of reclamation surety for the referenced project. The Division has determined that the full surety is eligible for release; however, this particular operator owes a fine and permit fees to the Division. He has agreed to have the fees deducted from the cash account he currently holds. Please see the attached agreement.

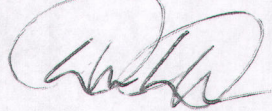
Operator	Total Principal in Account	Mine Name	Permit Number	Amount to Remain in Account	Amount to be Released	Check to be made to	Account Number
Moss Rock Products	\$2500.00 plus interest	Klingon	S/049/0060	\$0.00	\$620.00 plus interest	Moss Rock Products	
					\$1880.00	Division of Oil, Gas and Mining	

Please make one check to the operator in the amount of \$620.00 plus interest. A second check in the amount of \$1880.00 should be made payable to the Division of Oil, Gas and Mining for payment of the fines and fees.

Page 2
Ann Pedroza
State of Utah, Office of State Treasurer
S/049/0060
August 7, 2015

Please contact Penny Berry, minerals program bond coordinator, at 801-538-5291 or by e mail at pennyberry@utah.gov if you need further information. Thank you for your assistance.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Dana Dean', is written over a faint, circular, light-colored stamp or watermark.

Dana Dean, P.E.
Associate Director

DD:aa:pb
Enclosure: Copy of agreement letter
cc: Vern Tharp (vtharp@aol.com)
P:\GROUPS\MINERALS\WP\M049-Utah\S0490060-KlingonRock\final\CASHR-6766-07272015.docx

Settlement Agreement for Payment of Civil Penalties
Moss Rock Products LLC, Klingon Rock Operations
Permit Number S/049/0060

Whereas on November 1, 2007, the Utah Division of Oil, Gas and Mining (Division) issued Cessation Order MC-07-01-15 for conducting mining operations without first obtaining a reclamation surety.

Whereas the Division issued a civil penalty in the amount of \$1430.00 associated with Cessation Order MC-07-01-15, and this civil penalty has not been paid.

Whereas the deadline for appealing the fact of the Cessation Order and the civil penalty has lapsed.

Whereas the permit fees totaling \$450.00 (\$150.00 each year) were not paid and are still owing for the years 2010, 2012, and 2013.

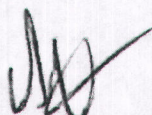
Whereas the Division continues to hold a cash reclamation surety from Moss Rock Products in the amount of \$2500.00 plus \$287.35 interest as of May 31, 2015.

Whereas the Notice of Intention to Commence Small Mining Operations (Notice) for the Klingon Rock Operations quarry mine has now been withdrawn and another entity has submitted a Notice and reclamation surety for the area of the Klingon operations making it unnecessary for the Division to continue holding the surety from Moss Rock Products LLC.

And whereas the Division is willing to accept a portion of the remaining cash reclamation surety as payment for the civil penalty of \$1430.00 and permit fees of \$450.00 totaling \$1880.00.

I, Vern Tharp, agree to relinquish \$1880.00 of the remaining reclamation surety in payment for the civil penalty and permit fees enumerated above. Upon acceptance of this agreement, the Division will release the remaining amount, \$620.00, plus interest.

Signature


A. V. THARP, S.

Date

21 Jun 15

Agreement Between
Utah Division of Oil, Gas and Mining;
Moss Rock Products, LLC; A. Vern Tharp, Jr.;
Wasatch Rock and Gravel, LLP; and Brett Bryson
for Release of Bond for the
Klingon Mine, S/049/0060

RECITALS

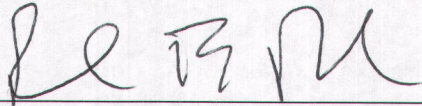
1. In December 2007, A. Vern Tharp, Jr., as manager of Moss Rock Products, LLC ("Moss Rock"), filed with the Utah Division of Oil, Gas and Mining ("Division") Notice of Intention ("NOI") File No. S/049/0060.
2. The NOI indicated that Moss Rock desired to conduct mining operations on five acres of land for the Klingon Project in Section 11, Township 11 South, Range 2 West, SLBM, Utah County, Utah ("Klingon Mine"). A map of the proposed disturbed acreage is attached as an exhibit to this agreement.
3. On April 30, 2007, the Division sent a letter to Moss Rock indicating that NOI No. S/049/0060 was complete.
4. After the NOI was complete, the Division entered into a Small Mine Reclamation Contract with Moss Rock ("Moss Rock Reclamation Contract") under NOI File No. S/049/0060, requiring Moss Rock, among other things, to provide a surety in a form and amount approved by the Division to assure reclamation of the lands affected by the mining operations.
5. In December 2007, Moss Rock submitted a check to the Division to provide the required surety of two-thousand five-hundred dollars (\$2,500) ("Surety").
6. The Division deposited the Surety into Zion's Bank on December 11, 2007. Zion's Bank currently holds the Surety, plus accrued interest, in account number 8911962.
7. Moss Rock conducted mining operations at the Klingon Mine from about 2006 to 2008, disturbing several acres.
8. In April 2013, Moss Rock Products, LLC submitted an application to the Division proposing to transfer Permit No. S/049/0060 to Wasatch Rock and Gravel, LLP ("Wasatch Rock"). However, Wasatch Rock did not sign the transfer application and did not provide a separate surety of its own in a form and amount approved by the Division. Accordingly, Permit No. S/049/0060 was not transferred to Wasatch Rock in April 2013 and Moss Rock currently remains as the permittee of Permit No. S/049/0060.
9. Mining at the Klingon Mine has concluded, operations have ceased, and reclamation work must be performed on the disturbed acreage.
10. Brett Bryson has entered into an agreement with Moss Rock to assume the obligations listed in the Moss Rock Reclamation Contract and complete the reclamation work necessary at the Klingon Mine site.

AGREEMENT

The parties to this agreement in acknowledgement of the foregoing facts and statements of intent, intending to be bound and in consideration of the mutual promises contained herein, do hereby agree to the following terms and conditions:

1. The parties to this agreement hereby agree and acknowledge, on behalf of themselves individually and on behalf of the entities they represent, that mining operations at the Klingon Mine have ceased and that reclamation work must be performed on the disturbed acreage.
2. Brett Bryson, for himself and on behalf of Wasatch Rock and its partners, hereby agrees to assume all the obligations listed in the Moss Rock Reclamation Contract and complete all the reclamation work necessary at the Klingon Mine no later than July 31, 2013, in accordance with a plan approved by the Division.
3. The Division authorizes Brett Bryson to conduct *reclamation activities only*. The Division does not authorize Mr. Bryson to conduct mining activities. This agreement does not constitute a permit to conduct mining operations at the Klingon Mine.
4. A. Vern Tharp, Jr., on behalf of Moss Rock Products, LLC, hereby releases and waives any and all claims or interest in the Surety, and hereby **authorizes the Division to distribute the funds in Zion's Bank account number 8911962 to Brett Bryson upon the Division's inspection and approval of completion of the reclamation work at the Klingon Mine.**
5. In the event reclamation work is not performed by Brett Bryson, Moss Rock shall remain liable for fulfilling the requirements listed in the Moss Rock Reclamation Contract and shall complete reclamation work necessary at the Klingon Mine.
6. Reclamation work must be completed according to the Division's satisfaction.
7. Failure to complete the necessary reclamation work may result in the Division commencing a bond forfeiture action before the Board of Oil, Gas and Mining pursuant to Utah Admin. Code R647-3-112.
8. The Division will withhold a portion of the Surety for revegetation work pursuant to Utah Admin. Code R647-3-109, and will release the withheld amount when revegetation standards have been met.
9. Moss Rock; A. Vern Tharp, Jr.; Wasatch Mountain Excavating; Brett Bryson; and Wasatch Gravel and Rock, LLP agree to hold the Utah Division of Oil, Gas and Mining harmless for any and all claims that may be raised against the Division as a result of this Agreement, including any claims that may be raised by Peter J. Gordon or others for the release of the Surety to Brett Bryson.
10. This agreement represents the entire agreement of the parties and shall not be modified except in a writing signed by all of the parties hereto.

UTAH DIVISION OF OIL, GAS AND
MINING



Authorized Representative's Signature

6/19/2013

Date

By: Paul B. Baker
(Print Name of Authorized Representative)

MOSS ROCK PRODUCTS, LLC



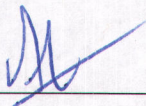
Authorized Representative's Signature

20 Jun 13

Date

By: A.V. THARP, JR. MANAGER
(Print Name of Authorized Representative)

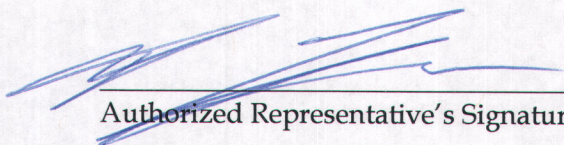
A. VERN THARP, JR.



20 Jun 13

Date

WASATCH ROCK AND GRAVEL,
LLP



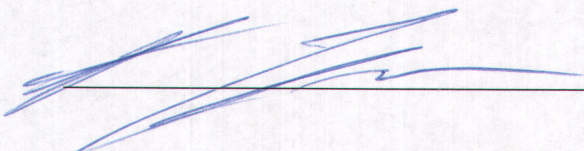
Authorized Representative's Signature

6/19/13

Date

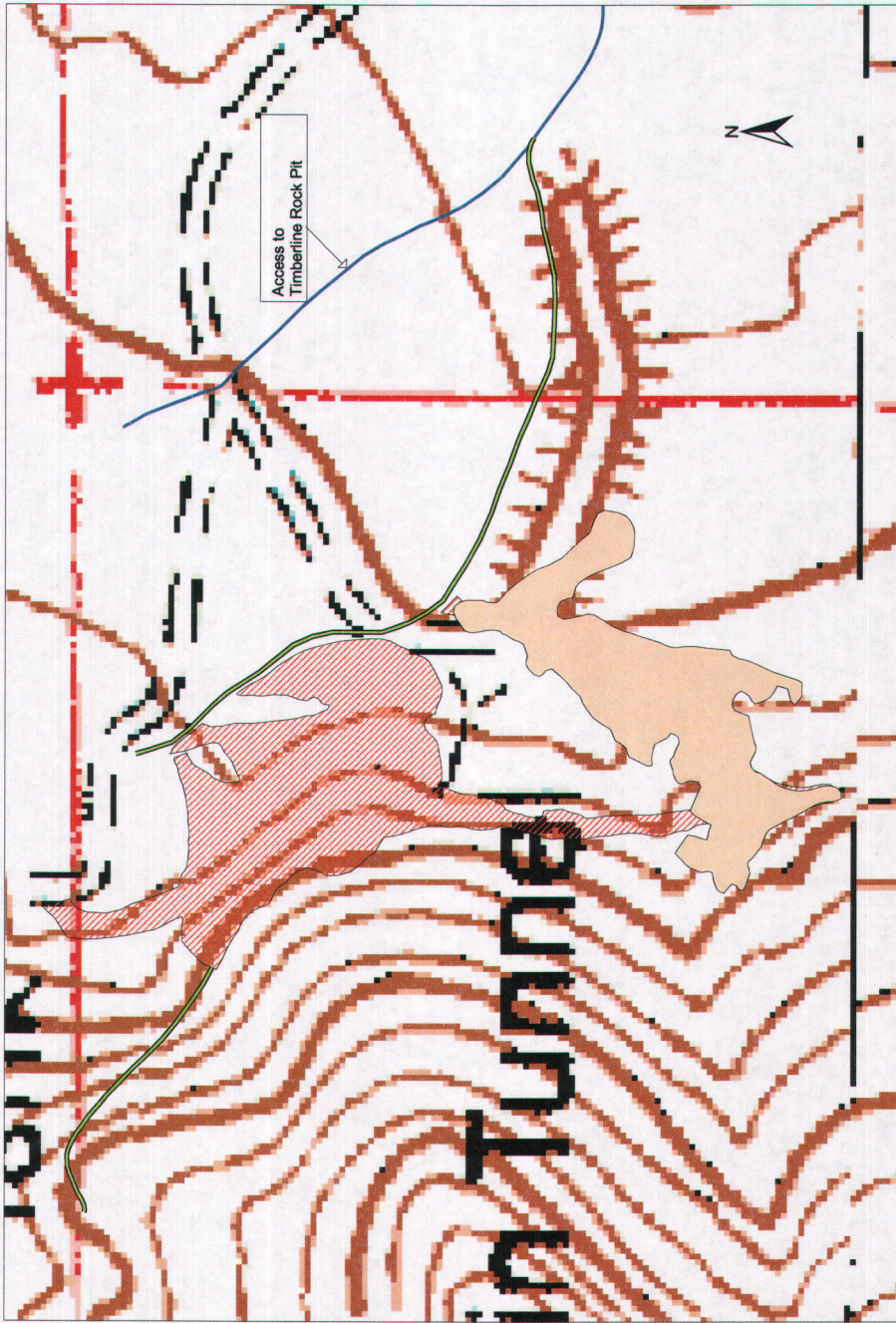
By: Brett Bryson
(Print Name of Authorized Representative)

BRETT BRYSON



6/19/13





Date



November 8, 2006

James B. Mascaro and Sons, LLC
Barney Mine

M04900055

-  Barney Mine Area
-  Klingon Rock Operations
-  Mine Roads
-  Access Route

NE/4 of the NE/4 Section 11
Township 11 South, Range 2 West, SLBM
Utah County, Utah

[Handwritten signature]

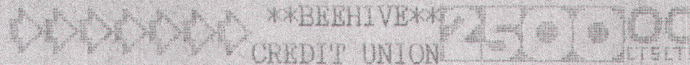


1467 South Main
P.O. Box 65479
Salt Lake City, Utah 84165-0479

OFFICIAL CHECK

25-15
44

No. 2240540



12/07/07

PAY

Two Thousand Five Hundred Dollars and 00 cents

2,500.00

TO THE
ORDER
OF

Utah Division of Oil Gas
and Mining
Re: James Mascaro

DRAWER: BEEHIVE CREDIT UNION

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, PO BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: HUNTINGTON NATIONAL BANK, COLUMBUS, OH

AUTHORIZED SIGNATURE

MP

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

S104910055
LW

Acct#

10,600

13100.00



1467 South Main
P.O. Box 65479
Salt Lake City, Utah 84165-0479

OFFICIAL CHECK

25-15
440

No. 2240540

**BEEHIVE**
CREDIT UNION

12/07/07

PAY

Two Thousand Five Hundred Dollars and 00 cents

2,500.00

O THE
ORDER
OF

Utah Division of Oil Gas
and Mining
Re: James Mascaro

DRAWER: BEEHIVE CREDIT UNION

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, PO BOX 9476, MINNEAPOLIS, MN 55480
PAWEE: HUNTINGTON NATIONAL BANK, COLUMBUS, OH

MP

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW

ORIGINAL CHECK
ROUTED TO ACCOUNTING

per Daron

RECEIVED

DEC 07 2007

DIV. OF OIL, GAS & MINING

S/A 9660

Cash RECEIPT

Date 12/7/07

MINERALS BOND \$2500.00

Amount \$	
Permit Number	5/049/060
Operator	Moss Rock Products, LLC
Received by	Kristina Pearson
Signature	I confirm the dollar amount of this check is correct <i>the</i> and amount. <i>KP</i>

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291

APPLICATION FOR TRANSFER
OF
NOTICE OF INTENTION TO COMMENCE SMALL MINING OPERATIONS

Application is hereby made to transfer the permit to commence small mining operations for the
Klingon project, permit # S10490060, currently
operated by Moss Rock Products LLC (transferor)
to Wasatch Rock and Gravel (transferee).

As used herein, TRANSFEROR refers to the current operator; TRANSFeree refers to the
proposed new operator; NOI refers to the Notice of Intention to Commence Small Mining
Operations; PERMIT refers to the approved (or accepted) NOI, including the reclamation
contract and reclamation surety.

Upon approval of the Application for Transfer:

1. The Transferor agrees to transfer all rights and obligations to operate under the terms of the NOI to the Transferee, The Transferor will not retain any rights to conduct small mining operations within the area covered by the approved NOI.
2. Both parties understand the transfer of the ***NOI is not complete until all the applicable requirements are met***, including the submittal and Division approval of an appropriate reclamation surety and a reclamation contract.
3. The transferee has read and has a copy of the current NOI.
4. The Transferee has inspected the site and is fully aware of all existing conditions and responsible for compliance with the conditions of the permit and the obligations regardless of the nature of the conditions at the site.
5. Transferee shall conduct large mining operations on lands included in the NOI in accordance with the Utah Mined Land Reclamation Act, (ACT) Sections 40-8-1 et seq., Utah Code Annotated, (2005, as amended), and the rules promulgated under the ACT (R647- et seq., and the approved NOI.
6. The Transferee shall provide a surety in a form and amount approved by the Division to assure reclamation of the lands affected by the mining operations.

The **Transferor** will remain liable for compliance at the mine site until this transfer application is approved.

50490060
Task ID# 5406
cc: Lynn

[Handwritten signature]

The signatory below represents that he/she has authority to execute this transfer on behalf of the Transferor, if not a natural person. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFEROR:

MOSS ROCK PRODUCTS, LLC
Operator/Transferor Name
By A. VERN THARP, JR.
Name of Authorized Officer (Typed or Printed)
MANAGER
Title of Authorized Officer
[Signature] 10 APR 13
Officer's Signature Date

STATE OF UTAH)
COUNTY OF Salt Lake) ss:

On the 10 day of April, 20 13, A. Vern Tharp Jr.
personally appeared before me, who being by me duly sworn did say that he/she is
an MOSS ROCK PRODUCT (owner, officer, director, partner, agent or other (specify))
of the Operator manager
and duly acknowledged that said instrument was signed on behalf of said Operator
by authority of its bylaws, a resolution of its board of directors, or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Vickie Southwick
Notary Public
Salt Lake
Residing at
1-5-2015
My Commission Expires:



The signatory below represents that he/she has authority to execute this transfer on behalf of the Operator/Transferee, if not a natural person; and the operator/transferee is a properly organized entity in good standing under the laws of Utah and the United States, is registered as an entity authorized to do business in the State of Utah. Statements made in the application are true and correct to the best of my knowledge and belief.

TRANSFeree:

Operator/Transferee Name

By _____
Name of Authorized Officer (Typed or Printed)

Title of Authorized Officer

Officer's Signature

Date

STATE OF _____)

) ss:

COUNTY OF _____)

On the ____ day of _____, 20 ____, _____
personally appeared before me, who being by me duly sworn did say that he/she is
an _____ (owner, officer, director, partner, agent or other (specify))
of the Operator _____
and duly acknowledged that said instrument was signed on behalf of said Operator
by authority of its bylaws, a resolution of its board of directors, or as may otherwise
be required to execute the same with full authority and to be bound hereby.

Notary Public

Residing at

My Commission Expires:

REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer **Peter J. Gordon, or his assigns** offers to purchase the Property described below from Wilshire Consulting Group, LLC (Seller) and hereby delivers to the Title Company, as Earnest Money, the amount of \$45,000.00 (Forty-Five Thousand & 00/100) in the form of current trust account deposits which, upon Acceptance of this offer by all parties (as defined in Section 20), shall be deposited in accordance with state law. **This Contract is effective as of May 6, 2008.**

Received by: Title West Title Company on or about 5.15.2008.

Title Company: Title West Title Company Phone Number: 801-375-3600

OFFER TO PURCHASE

1. **PROPERTY:** The Real Property being purchased is described below, and acknowledged by Buyer and Seller, and is located in Utah County, State of Utah (the "Property"):

Parcel 1

Northeast ¼ of the Northeast ¼ of Section 11, Township 11 South, Range 2 West

Tax ID No. 61:152:0002

Parcel 2

Beginning at the Northwest Corner (a brass cap with sections inscribed) of Section 12, and the Southwest Corner of Section 1, Township 11 South, Range 2 West, Salt Lake Base and Meridian, said point being the point of beginning of the following described Tract 7; North 00°23'20" East, a distance of 476.53 feet; thence East, a distance of 2,033.11 feet; thence South 14°27'20" West, a distance of 1,686.63 feet; thence North 89°13'33" West, a distance of 116.33 feet; thence South 71°35'07" West, a distance of 119.43 feet; thence North 89°44'59" West, a distance of 94.94 feet; thence North 43°33'57" West, a distance of 220.08 feet; thence North 37°17'30" West, a distance of 188.35 feet; thence North 49°11'06" West, a distance of 294.74 feet; thence North 44°52'56" West, a distance of 203.37 feet; thence North 23°19'43" West, a distance of 201.44 feet; thence North 56°16'34" West, a distance of 236.69 feet; thence North 74°39'43" West, a distance of 214.77 feet; thence South 67°25'58" West, a distance of 190.91 feet; thence North 00°23'20" East, a distance of 246.48 feet to the point of beginning.

Tax ID No. 61:153:0004

Parcel 3

Beginning at a point North 00°23'20" East, a distance of 476.53 feet from the Southwest corner (a brass cap with sections inscribed of Section 1, Township 11 South, Range 2 West, SLB;&M, said point of beginning being the Southwest corner of the following described Tract 6; continuing North 00°23'20" East along said line, a distance of 872.60 feet; thence East, a distance of 2558.57 feet; thence South 00°31'41" East, a distance of 872.62 feet; thence West, a distance of 2,572.53 feet to the point of beginning.

Tax ID No. 61:150:0008

All within the Salt Lake Base and Meridian, Utah County, the State of Utah.

1.1 **Excluded Items.** The following items are excluded from this sale: **The Reserved Screened and Un-Screened Aggregate materials reserved in paragraph 7.2 below.**

1.2 **There are no Water Rights conveyed with this Property.**

1.3 **Survey.** (Check applicable boxes): A survey to locate the corners of the Property **HAS BEEN PERFORMED.**

1.4 **PURCHASE PRICE.** The Purchase Price for the Property is \$770,000.00, (Seven Hundred Seventy Thousand and 00/100 dollars).

Method of Payment. The Purchase Price will be paid as follows:

\$ 45,000.00	(a) Earnest Money Deposit. Under certain conditions described in this Contract, THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.
\$ 494,000.00	(b) Amount to be Paid at Closing
\$ 231,000.00	(c) Seller Carry Back Note
\$ 770,000.00	PURCHASE PRICE. Total of lines (a), (b) and (c)

1.4 **Financing Condition.** Seller agrees to provide financing for the portion of the Purchase Price contained in item (c), above on terms contained in Addendum No. 6 – Note and Addendum No. 7 – Deed of Trust.

1.5 **Appraisal of Property.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price.

2. **SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in Section 21, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller shall pay all amounts charged by the escrow/closing office for its services in the settlement/closing process.

Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 21, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of from Buyer have been delivered to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

3. **POSSESSION.** Seller shall deliver physical possession to Buyer within: ☐ hours ☐ days after Closing ☒ Other (specify) Immediately

4. **CONFIRMATION OF AGENCY DISCLOSURE.** At the signing of this Contract:

☐ Seller's Initials ☒ Buyer's Initials

There is no specified Listing Agent associated with this contract.

4.1 Buyer acknowledges that members of the Seller are licensed to sell real estate in the states of Colorado and Wyoming, but not in the State of Utah.

5. **TITLE INSURANCE.** At Settlement, Seller **WILL** pay for an owner's policy of title insurance insuring Buyer in the amount of the Purchase Price.

☒ Buyer's Initials

(a) **SELLER DISCLOSURES.** The only disclosures Seller shall provide to Buyer are those items contained in the attached commitment for the policy of title insurance.

5.2 **Title Acknowledgment.** Buyer hereby acknowledges receipt, having read and accepted the Title Insurance Policy Commitment for the Property issued by Title West Title Company, Orem, Utah as order number _____.

Buyer's Initials PG

5.3 **Environmental Acknowledgment and Acceptance.** Buyer asserts and represents to Seller that Buyer fully understands that Seller and its Lessee have used the Property for mining activities prior to its purchase by Buyer. At the time of closing, buyer agrees to be obligated by any and all existing local, state and federal regulations governing mining activities. Further, Buyer agrees to assume any existing Mining Permits owned by Seller's Lessee and that apply to the Property, to include replacing Seller's Lessee's existing bond deposits related to said Permits. And at the time of closing buyer will hold Seller and its Lessee harmless for any existing or future liabilities related to the Property and its reclamation, to include assuring the release of Seller's Lessee's existing bond held by the Utah Division of Oil, Gas and Mining (DOGM).

Buyer's Initials PG

6. **ADDITIONAL TERMS.** There ☒ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. 1, Aerial Photo showing Property; Addendum No. 2, Preliminary Zone Clearance Request, dated February 22, 2008 related to Property; Addendum No. 3, Credit for 660 Tons of 2" Minus Crushed Gravel @ \$7.00 per Ton; Addendum No. 4, Reserved Access - Annotated Aerial Photo to be recorded with Deed; Addendum No. 5 - Seller Carry Back Note; and Addendum No. 6 - Deed of Trust for Seller Carry Back Note.

7. **SELLER WARRANTIES & REPRESENTATIONS.**

7.1 **Condition of Title.** Seller represents that Seller will own fee title to the Property at the time of closing and Seller will convey good and marketable title to the Property by Special Warranty Deed for the Real Property, free and clear of all liens. The Property being sold does NOT include any known water rights. The conveyance by Seller to Buyer is further subject to the rights of access and reservations for access set forth below in Section 7.2. Buyer agrees to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing.

7.2 **Reservation.** Seller reserves the right of reasonable access across the Property to provide Seller and its affiliates and assigns reasonable access to the properties other properties owned or may be acquired in the future by Seller and its affiliates and assigns that are adjacent or near the Property ("adjacent properties"). The access being reserved to Seller shall be 30 feet wide and is for the purpose of ingress, egress and installation of any utilities which serve the Seller and its affiliates and assigns uses of the adjacent properties and the access extends to customers, employees and/or agents of seller and its affiliates and assigns. Seller reserves the right to improve and maintain this access route. Addendum No. 4, to be recorded as a part of the Deed illustrates and details this reserved access. This reserved access and rights to maintain and improve shall survive the Closing and endure for the future benefit of the Seller, its successors and/or assigns.

7.3 **"AS-IS".** BUYER IS BUYING THE PROPERTY "AS-IS" AND "WHERE-IS" AND NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROPERTY ARE MADE TO BUYER EXCEPT AS PROVIDED HEREIN. Buyer is relying on its own investigations, determinations and due diligence in the purchase of the Property. Buyer makes no representations or warranties other than provided herein, and specifically makes no representations or warranties and has not provided any agreement or assurances as to the existence of access to the Property. Buyer has made its own investigation and determination of any access to and rights of use or zoning of the Property.

IMPORTANT: Buyer acknowledges that Seller has provided Buyer a copy of that portion of the Utah County Land Use Ordinance applicable to M&G 1 - Mining and Grazing and that the Seller has informed Buyer that this Property CANNOT BE USED TO BUILD A RESIDENCE OF ANY KIND.

Buyer's Initials PG

8. **OTHER ACKNOWLEDGMENT:** None.

9. **CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances to the Property shall be made.

10. **AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

11. **COMPLETE CONTRACT.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

12. **DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after Closing, related to this Contract SHALL be submitted to mediation. The dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation prior to any decision of the mediator; however, the prevailing party shall have any such costs of this mediation paid for by the losing party, once the outcome has been decided.

13. **DEFAULT.** If Buyer defaults, Seller shall retain the Earnest Money Deposit and any other funds provided as per this Contract, as liquidated damages. If Seller defaults Buyer shall accept from Seller the return to Buyer of all Earnest Money Deposits and any other funds provided by Buyer as per this Contract as the only liquidated damages allowable.

14. **ATTORNEY FEES AND COSTS.** Any dispute that is not resolved via mediation shall be resolved via binding arbitration unless both parties agree to waive arbitration. The prevailing party shall be entitled to costs and reasonable attorney fees allocated by the arbiter. However, attorney fees shall not be awarded for participation in mediation under Section 14.

15. **NOTICES.** Except as provided in Section 22, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

16. **ABROGATION.** Except for Sections 9, 13, 14 and 16, the provisions of this Contract shall not apply after Closing.

17. **INTENTIONALLY LEFT BLANK.**

18. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, receipt of the Seller Disclosures, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

19. **FAX TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

20. **ACCEPTANCE.** "Acceptance" occurs when Seller and Buyer execute this Agreement and Buyer deposits the Earnest Money.

21. **CONTRACT DEADLINES.** Buyer and Seller agree that the Settlement Deadline and Closing shall occur at Title West Title Company, Orem, Utah on or before May 14, 2008.

22. **GOVERNING LAW.** This Agreement is governed by and enforceable under the laws of the State of Utah without giving effect to conflict of law principles.

_____	5.15.08	_____	5.15.08
(Buyer's Signature)	(Offer Date)	(Buyer's Signature)	(Offer Date)

_____	1282 W 1200 S WY UT	801 891 9355
(Buyers' Names) (PLEASE PRINT)	(Notice Address)	(Phone)

THIS CONTRACT MAY BE RESCINDED WITHIN 10 CALENDAR DAYS OF EFFECTIVE DATE

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☒ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. .

(Seller's Signature) (Title) (Date) (Time)

Seller: Wilshire Consulting Group, LLC, a Colorado Limited Liability Company by

Name: A. Vern Tharp, Jr. Title: Manager

☐ **REJECTION:** Seller Rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures.
(Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

[Signature]
(Buyer's Signature) (Date) (Time) (Buyer's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be ☐ faxed ☐ mailed ☐ hand delivered on _____ (Date), postage prepaid, to the ☐ Seller ☐ Buyer.

Sent/Delivered by (specify) _____

**Addendum No. 7
to that certain
Real Estate Purchase Contract, {the "Contract"}
having,
Peter J. Gordon or his assigns, Buyer
and
Wilshire Consulting Group, LLC, Seller
Dated May 6, 2008**

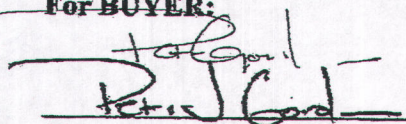
Buyer and Seller do hereby amend the above referenced Contract in the following manner:

1. Paragraph 5.3 is amended to add the text: "This paragraph, 5.3 and all of its representations and warranties, shall survive the Closing for the benefit of Seller, its assigns and successors."
2. Paragraph 7.2 is amended to add the text: "This paragraph, 7.2 and all of its reservations, shall survive the Closing for the benefit of Seller, its assigns and successors."
3. Paragraph 21 shall be amended to read: "Buyer and Seller agree that the Settlement Deadline and Closing shall occur at Title West Title Company, Orem, Utah on or before May 21, 2008."

These are the only amendments, changes or alterations to the above referenced Contract, all other terms of said Contract shall remain unchanged and in full force for both Parties.

Agreed to:

For BUYER:



Signature

Peter J. Gordon

Printed Name

Individually

Title

Date: 5.15.2008

For SELLER:

Signature

A. Vern Tharp, Jr.

Printed Name

Manager

Title

REAL ESTATE PURCHASE CONTRACT

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer **Peter J. Gordon, or his assigns**

offers to purchase the Property described below from Wilshire Consulting Group, LLC (Seller) and hereby delivers to the Title Company, as Earnest Money, the amount of ~~\$45,000.00~~ (Forty-Five Thousand & 00/100) in the form of current trust account deposits which, upon Acceptance of this offer by all parties (as defined in Section 20), shall be deposited in accordance with state law. **This Contract is effective as of May 6, 2008.**

Received by: Title West Title Company on or about _____

Title Company: Title West Title Company Phone Number: 801-375-3600

OFFER TO PURCHASE

1. **PROPERTY:** The Real Property being purchased is described below, and acknowledged by Buyer and Seller, and is located in Utah County, State of Utah (the "Property"):

Parcel 1

Northeast ¼ of the Northeast ¼ of Section 11, Township 11 South, Range 2 West

Tax ID No. 61:152:0002

Parcel 2

Beginning at the Northwest Corner (a brass cap with sections inscribed) of Section 12, and the Southwest Corner of Section 1, Township 11 South, Range 2 West, Salt Lake Base and Meridian, said point being the point of beginning of the following described Tract 7; North 00°23'20" East, a distance of 476.53 feet; thence East, a distance of 2,033.11 feet; thence South 14°27'20" West, a distance of 1,686.63 feet; thence North 89°13'33" West, a distance of 116.33 feet; thence South 71°35'07" West, a distance of 119.43 feet; thence North 89°44'59" West, a distance of 94.94 feet; thence North 43°33'57" West, a distance of 220.08 feet; thence North 37°17'30" West, a distance of 188.35 feet; thence North 49°11'06" West, a distance of 294.74 feet; thence North 44°52'56" West, a distance of 203.37 feet; thence North 23°19'43" West, a distance of 201.44 feet; thence North 56°16'34" West, a distance of 236.69 feet; thence North 74°39'43" West, a distance of 214.77 feet; thence South 67°25'58" West, a distance of 190.91 feet; thence North 00°23'20" East, a distance of 246.48 feet to the point of beginning.

Tax ID No. 61:153:0004

Parcel 3

Beginning at a point North 00°23'20" East, a distance of 476.53 feet from the Southwest corner (a brass cap with sections inscribed of Section 1, Township 11 South, Range 2 West, SLB;&M, said point of beginning being the Southwest corner of the following described Tract 6; continuing North 00°23'20" East along said line, a distance of 872.60 feet; thence East, a distance of 2558.57 feet; thence South 00°31'41" East, a distance of 872.62 feet; thence West, a distance of 2,572.53 feet to the point of beginning.

Tax ID No. 61:150:0008

All within the Salt Lake Base and Meridian, Utah County, the State of Utah.

1.1 **Excluded Items.** The following items are excluded from this sale: **The Reserved Screened and Un-Screened Aggregate materials reserved in paragraph 7.2 below.**

1.2 **There are no Water Rights conveyed with this Property.**

1.3 **Survey.** (Check applicable boxes): A survey to locate the corners of the Property **HAS BEEN PERFORMED.**

1.4 **PURCHASE PRICE.** The Purchase Price for the Property is \$770,000.00, (Seven Hundred Seventy Thousand and 00/100 dollars).

Method of Payment. The Purchase Price will be paid as follows:

\$ 45,000.00	(a) Earnest Money Deposit. Under certain conditions described in this Contract, THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.
\$ 494,000.00	(b) Amount to be Paid at Closing
\$ 231,000.00	(c) Seller Carry Back Note
\$ 770,000.00	PURCHASE PRICE. Total of lines (a), (b) and (c)

1.4 **Financing Condition.** Seller agrees to provide financing for the portion of the Purchase Price contained in item (c), above on terms contained in Addendum No. 6 – Note and Addendum No. 7 – Deed of Trust.

1.5 **Appraisal of Property.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price.

2. **SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in Section 21, or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller shall pay all amounts charged by the escrow/closing office for its services in the settlement/closing process.

Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 21, unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of from Buyer have been delivered to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

3. **POSSESSION.** Seller shall deliver physical possession to Buyer within: ☐ hours ☐ _____ days after Closing ☒ Other (specify) Immediately.

4. **CONFIRMATION OF AGENCY DISCLOSURE.** At the signing of this Contract:

☐ Seller's Initials ☐ Buyer's Initials

There is no specified Listing Agent associated with this contract.

4.1 Buyer acknowledges that members of the Seller are licensed to sell real estate in the states of Colorado and Wyoming, but not in the State of Utah.

5. **TITLE INSURANCE.** At Settlement, Seller **WILL** pay for an owner's policy of title insurance insuring Buyer in the amount of the Purchase Price.

☐ Buyer's Initials

(a) **SELLER DISCLOSURES.** The only disclosures Seller shall provide to Buyer are those items contained in the attached commitment for the policy of title insurance.

5.2 **Title Acknowledgment.** Buyer hereby acknowledges receipt, having read and accepted the Title Insurance Policy Commitment for the Property issued by Title West Title Company, Orem, Utah as order number _____.

Buyer's Initials _____

5.3 **Environmental Acknowledgment and Acceptance.** Buyer asserts and represents to Seller that Buyer fully understands that Seller and its Lessee have used the Property for mining activities prior to its purchase by Buyer. At the time of closing, buyer agrees to be obligated by any and all existing local, state and federal regulations governing mining activities. Further, Buyer agrees to assume any existing Mining Permits owned by Seller's Lessee and that apply to the Property, to include replacing Seller's Lessee's existing bond deposits related to said Permits. And at the time of closing buyer will hold Seller and its Lessee harmless for any existing or future liabilities related to the Property and its reclamation, to include assuring the release of Seller's Lessee's existing bond held by the Utah Division of Oil, Gas and Mining (DOGM).

Buyer's Initials _____

6. **ADDITIONAL TERMS.** There ☒ ARE ☐ ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. 1, Aerial Photo showing Property; Addendum No. 2, Preliminary Zone Clearance Request, dated February 22, 2008 related to Property; Addendum No. 3, Credit for 660 Tons of 2" Minus Crushed Gravel @ \$7.00 per Ton; Addendum No. 4, Reserved Access - Annotated Aerial Photo to be recorded with Deed; Addendum No. 5 - Seller Carry Back Note; and Addendum No. 6 - Deed of Trust for Seller Carry Back Note.

7. **SELLER WARRANTIES & REPRESENTATIONS.**

Page 3 of 6 Seller's Initials JS Date 05/07/08 Buyer's Initials _____ Date _____
479382.3

7.1 **Condition of Title.** Seller represents that Seller will own fee title to the Property at the time of closing and Seller will convey good and marketable title to the Property by Special Warranty Deed for the Real Property, free and clear of all liens. The Property being sold does NOT include any known water rights. The conveyance by Seller to Buyer is further subject to the rights of access and reservations for access set forth below in Section 7.2. Buyer agrees to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing.

7.2 **Reservation.** Seller reserves the right of reasonable access across the Property to provide Seller and its affiliates and assigns reasonable access to the properties other properties owned or may be acquired in the future by Seller and its affiliates and assigns that are adjacent or near the Property ("adjacent properties"). The access being reserved to Seller shall be 30 feet wide and is for the purpose of ingress, egress and installation of any utilities which serve the Seller and its affiliates and assigns uses of the adjacent properties and the access extends to customers, employees and/or agents of seller and its affiliates and assigns. Seller reserves the right to improve and maintain this access route. Addendum No. 4, to be recorded as a part of the Deed illustrates and details this reserved access. This reserved access and rights to maintain and improve shall survive the Closing and endure for the future benefit of the Seller, its successors and/or assigns.

7.3 **"AS-IS".** BUYER IS BUYING THE PROPERTY "AS-IS" AND "WHERE-IS" AND NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROPERTY ARE MADE TO BUYER EXCEPT AS PROVIDED HEREIN. Buyer is relying on its own investigations, determinations and due diligence in the purchase of the Property. Buyer makes no representations or warranties other than provided herein, and specifically makes no representations or warranties and has not provided any agreement or assurances as to the existence of access to the Property. Buyer has made its own investigation and determination of any access to and rights of use or zoning of the Property.

IMPORTANT: Buyer acknowledges that Seller has provided Buyer a copy of that portion of the Utah County Land Use Ordinance applicable to M&G 1 - Mining and Grazing and that the Seller has informed Buyer that this Property CANNOT BE USED TO BUILD A RESIDENCE OF ANY KIND.

Buyer's Initials _____

8. **OTHER ACKNOWLEDGMENT:** None.

9. **CHANGES DURING TRANSACTION.** Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances to the Property shall be made.

10. **AUTHORITY OF SIGNERS.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

11. **COMPLETE CONTRACT.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

12. **DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after Closing, related to this Contract SHALL be submitted to mediation. The dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation prior to any decision of the mediator; however, the prevailing party shall have any such costs of this mediation paid for by the losing party, once the outcome has been decided.

Page 4 of 6 Seller's Initials MS Date 05/07/08 Buyer's Initials _____ Date _____

13. **DEFAULT.** If Buyer defaults, Seller shall retain the Earnest Money Deposit and any other funds provided as per this Contract, as liquidated damages. If Seller defaults Buyer shall accept from Seller the return to Buyer of all Earnest Money Deposits and any other funds provided by Buyer as per this Contract as the only liquidated damages allowable.

14. **ATTORNEY FEES AND COSTS.** Any dispute that is not resolved via mediation shall be resolved via binding arbitration unless both parties agree to waive arbitration. The prevailing party shall be entitled to costs and reasonable attorney fees allocated by the arbiter. However, attorney fees shall not be awarded for participation in mediation under Section 14.

15. **NOTICES.** Except as provided in Section 22, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

16. **ABROGATION.** Except for Sections 9, 13, 14 and 16, the provisions of this Contract shall not apply after Closing.

17. **INTENTIONALLY LEFT BLANK.**

18. **TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, receipt of the Seller Disclosures, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

19. **FAX TRANSMISSION AND COUNTERPARTS.** Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

20. **ACCEPTANCE.** "Acceptance" occurs when Seller and Buyer execute this Agreement and Buyer deposits the Earnest Money.

21. **CONTRACT DEADLINES.** Buyer and Seller agree that the Settlement Deadline and Closing shall occur at Title West Title Company, Orem, Utah on or before May 14, 2008.

22. **GOVERNING LAW.** This Agreement is governed by and enforceable under the laws of the State of Utah without giving effect to conflict of law principles.

(Buyer's Signature)

(Offer Date)

(Buyer's Signature)

(Offer Date)

(Buyers' Names) (PLEASE PRINT)

(Notice Address)

(Phone)

THIS CONTRACT MAY BE RESCINDED WITHIN 10 CALENDAR DAYS OF EFFECTIVE DATE

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. .

[Signature] Manager 05/07/08 12:40 PM
(Seller's Signature) (Title) (Date) (Time)

Seller: Wilshire Consulting Group, LLC, a Colorado Limited Liability Company by

Name: A. Vern Tharp, Jr. Title: Manager

☐ **REJECTION:** Seller Rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures.
(Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

(Buyer's Signature) (Date) (Time) (Buyer's Signature) (Date) (Time)

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be ☐ faxed
☐ mailed ☐ hand delivered on _____ (Date), postage prepaid, to the ☐ Seller
☐ Buyer.

Sent/Delivered by (specify) _____

**ADDENDUM NO. 7
TO THAT CERTAIN
REAL ESTATE PURCHASE CONTRACT, {THE "CONTRACT"}
HAVING,
PETER J. GORDON OR HIS ASSIGNS, BUYER
AND
WILSHIRE CONSULTING GROUP, LLC, SELLER
DATED MAY 6, 2008**

Buyer and Seller do hereby amend the above referenced Contract in the following manner:

1. Paragraph 5.3 is amended to add the text: "This paragraph, 5.3 and all of its representations and warranties, shall survive the Closing for the benefit of Seller, its assigns and successors."
2. Paragraph 7.2 is amended to add the text: "This paragraph, 7.2 and all of its reservations, shall survive the Closing for the benefit of Seller, its assigns and successors."
3. Paragraph 21 shall be amended to read: "Buyer and Seller agree that the Settlement Deadline and Closing shall occur at Title West Title Company, Orem, Utah on or before May 21, 2008."

These are the only amendments, changes or alterations to the above referenced Contract, all other terms of said Contract shall remain unchanged and in full force for both Parties.

Agreed to:

For BUYER:

Signature

Peter J. Gordon

Printed Name

Individually

Title

For SELLER:



Signature

A. Vern Tharp, Jr.

Printed Name

Manager

Title



GARY R. HERBERT
Governor

GREGORY S. BELL
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

June 21, 2013

Brett Bryson
Wasatch Rock & Gravel
905 North Main Street, Suite C3
North Salt Lake City, Utah 84054

Subject: Copy of the Agreement Between DOGM, Moss Rock and Wasatch Rock and Gravel, Moss Rock Products, LLC, Klingon Mine, S/049/0060, Utah County, Utah

Dear Mr. Bryson:

On June 19, 2013 you signed the agreement between the Division, Moss Rock Products LLC and Wasatch Rock and Gravel. The Division's representative, Paul Baker signed the agreement the same day you did. On June 20, 2013 A. V. Tharp signed the agreement. Enclosed is a copy for your records.

If you have any questions please call 801-538-5291 or email bondcoordinator@utah.gov. Thank you.

Sincerely,

Penny Berry
Bond Coordinator

PB





JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil, Gas and Mining

JOHN R. BAZA
Division Director

November 16, 2009

CERTIFIED RETURN RECEIPT
7003 2260 0002 0247 8744

Vern Tharp
Moss Rock Products, LLC
5040 Acoma Street
Denver, Colorado 80216

Subject: Final Assessment for Cessation Order MC07-01-15, Moss Rock Products, LLC, Klingon Rock Operations, S/049/060, Utah County, Utah

Dear Mr. Tharp:

This letter is to inform Moss Rock Products that:

1. It has not yet paid the civil penalty assessed against it for cessation order MC07-01-15 dated November 1, 2007, and that this fine is due; and,
2. That the Division is withdrawing the Notice of Intention to Commence Small Mining Operations for the Klingon mine subject to appeal to the Board of Oil, Gas and Mining.

Civil Penalty

On June 13, 2008, the Division notified you by certified mail of the civil penalty associated with cessation order MC07-01-15. The Utah Division of Oil, Gas, and Mining requires payment of the final fine of \$1430.00. Please send a check payable to Utah Division of Oil, Gas, and Mining at the following address:

Utah Division of Oil, Gas, and Mining
Attn: Minerals Program
P.O. Box 145801
Salt Lake City, UT 84114-5801

The Division received a faxed letter from you on July 21, 2008, requesting a hearing to contest the fact of violation and/or the civil penalty. I apologize that the Division apparently did not respond to your request, but the request was not timely. An assessment was sent to you on January 10, 2008, and our records indicate you received this assessment January 12, 2008. The letter associated with this assessment said you could appeal the fact of the cessation order or the civil penalty by filing a written appeal within 30 days of receipt (February 11, 2008). Because no appeal was received, the Division finalized the assessment, and our records show you received this finalized assessment on June 18, 2008.



Utah Code Ann. Section 40-8-9.1 allows the Division to refer unpaid fines to the Utah Attorney General's Office for collection in district court. If Moss Rock Products fails to pay its fine or make arrangements with the Division to do so by December 14, 2009, the Division will refer this matter to the Attorney General's Office for collection proceedings, which may result additional fees and penalties including a requirement that you pay attorneys' fees.

Withdrawal of the Notice of Intention

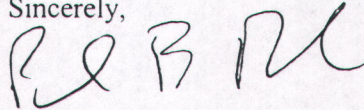
The Division withdraws acceptance of the Notice of Intention to Commence Small Mining Operations (NOI) for the Klingon mine for failure to pay permit fees in 2008 and 2009 (R647-3-102) and for failing to modify the NOI as required in our letter dated June 6, 2008. This letter required that you correct the right of entry information for the mineral estate and that you cease all mining operations, including removal of stockpiled materials. You may appeal the decision to withdraw acceptance of your NOI to the Board of Oil, Gas and Mining. If you desire to do so, you must file the appeal no later than December 14, 2009. Please contact the Division for information about filing the appeal.

The Division requires immediate reclamation of the site. Reclamation must be completed no later than December 14, 2009. If you fail to complete reclamation by this date, the Division will seek forfeiture of the reclamation surety. The Division will also request an order from the Board of Oil, Gas and Mining for the Division to conduct reclamation. With approval from the Board, the Division will bring a civil action to recover the costs and expenses of reclamation, together with the costs of collection, including attorneys' fees. These costs are likely to exceed the amount in the reclamation surety.

We understand the property on which the mine is located has been sold to another entity, but this does not negate your responsibilities to complete reclamation.

The Division hopes to avoid taking these actions before the Board but will do so if necessary. If you have any questions, please contact me at 801-538-5261. Thank you in advance for your cooperation.

Sincerely,



Paul B. Baker
Minerals Program Manager

PBB:pb

cc: Fred Donaldson
Steve Alder
Lynn Kunzler
Dana Dean

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JON M. HUNTSMAN, JR.
Governor

GARY R. HERBERT
Lieutenant Governor

State of Utah

DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER
Executive Director

Division of Oil Gas and Mining

JOHN R. BAZA
Division Director

Beth

April 30, 2007

Vern Tharp
Moss Rock Products, LLC
5040 Acoma Street
Denver, CO 80216

Subject: Complete Notice of Intention to Commence Small Mining Operations, Moss Rock Products, LLC, Klingon Rock Operations, S/049/060, Task ID# 1644, Utah County, Utah

Dear Mr. Tharp:

The Notice of Intent to Commence Small Mining Operations (NOI), received by the Division December 6, 2006 and revised February 22, 2007, is now complete. You have requested a variance from Rule R647-3-107 to not salvage soils prior to mining. Justification for this variance included plans that a screen will be set up to screen out fines/soil materials which will then be amended as needed for suitable plant growth material. The Division concurs that this will be as effective as salvaging the limited soil material on site and hereby approves the requested variance.

Before you may begin operations, you will need to provide the reclamation surety for this site. The surety amount for this site has been determined to be \$10,000.00 (\$2,000 per acre for the 5-acre permit). This amount is less than the average cost/acre normally used by the Division for small mining operations. The reduction is based on the plans provided with your Notice indicating there will be no large pits to regrade. This substantially reduces the reclamation costs.

Please contact Ms. Beth Ericksen, Division Minerals Surety Coordinator to complete the reclamation surety and submittal of the reclamation contract. She can be reached at (801) 538-5318 or bethericksen@utah.gov.

In reply, please refer to file number S/049/060. Thank you for your cooperation.

Sincerely,

Susan M. White
Mining Program Coordinator
Minerals Regulatory Program

SMW:lk:pb

cc: Peggy Kelsey, Utah County

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